FILED
FEB 23 1984
ALEXANDER L. STEVAS
CLERK

No. 83-1357

In the Supreme Court

OF THE

United States

OCTOBER TERM, 1983

AMERICAN DISTRIBUTING COMPANY, INC.,
Petitioner,

VS.

NATIONAL LABOR RELATIONS BOARD,
Respondent.

SUPPLEMENTAL APPENDIX TO PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

SIEGFRIED HESSE
COUNSEL OF RECORD
1630 San Pablo Avenue
Oakland, CA 94612
Telephone: (415) 444-4742

MICHAEL W. O'NEIL
47 Quail Court, Suite 305
Walnut Creek, CA 94596
Telephone: (415) 930-0525
Attorneys for Petitioner

BOWNE OF SAN FRANCISCO, INC. • 190 NINTH ST. • S.F., CA 94103 • (415) 864-6500

fraction thereof worked into the following service year. Such pro-rata payments shall not apply in cases of discharge for good cause.

5.08 In the event two or more employees in the same yard request the same vacation period, the senior employee shall have first preference.

5.09 Employees will indicate their vacation period choice prior to April 1 of each year and a vacation schedule will be posted in each yard by April 1.

ARTICLE VI *EMPLOYEE BENEFITS:*

Hospital-Medical, Dental, Orthodontics, Drug, Vision and Retired Hospital-Medical Benefits:

6.01 The Employer agrees to a fully paid employee's Hospital, Medical, Dental, Orthodontia, Drug, Vision and Retired Hospital and Medical coverage for each eligible employee and their dependents for the life of this Agreement.

6.02 Effective July 1, 1977, Hospital, Medical coverage, including the retired coverage shall be provided under Northern California General Teamsters Policy No. 1200 LCZ, Class 1, at a cost of Seventy-nine Dollars and Sixty-one cents ($79.61) per month per eligible employee. Administration shall be by Valley Administrators, 1118 North El Dorado St., Stockton, CA 95202.

6.03 Effective July 1, 1977, Prescription Drug coverage, Dental coverage (100% of mean fee), Orthodontia coverage, and Vision care shall be provided at a cost of $37.79 per month per eligible employee and shall

---

[Exhibit consists of two pages from the 1977 Agreement and thus begins in mid-sentence.]

be administered by Valley Administrators, 1118 North El Dorado St., Stockton, CA 95202.

6.04 The term "eligible employee" as used herein, shall mean any employee who is scheduled to work eighty (80) hours or more monthly for the Employer covered by this Agreement.

6.05 The Employer agrees to abide by the provisions of the Trust Agreements and to adjust to any variation in the rate of contribution that may be ordered by the Trustees acting under proper Trust Agreement procedure.

6.06 At any time during the term of this Agreement, the Employer may exercise its right to select similar benefits through a Carrier of its own choosing.

ARTICLE VII PENSIONS:

7.01 The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund for the account of each employee working under this Agreement a monthly sum computed as follows:

	Effective 5/1/77	Effective 5/1/78	Effective 5/1/79
(a) If the employee works 160 hours or more during the calendar month:	$95.15 per month	$103.80 per month	$112.45 per month
(b) If the employee works 40 straight time hours per week but less than 160 hours during the month:	$22.00 per week	$24.00 per week	$26.00
(c) If the employee works more than four hours or by a combination of such weekly and daily rates:	$4.40	$4.80	$5.20
(d) If employee works less than 4 hours:	55¢ per hour	60¢ per hour	65¢ per hour

7.02 Time paid for but not worked, such as holidays, vacation time and sick leave shall be considered as time worked for the purpose of this Article.

7.03 The total amount due for each calendar month shall be remitted in a lump sum not later than the tenth day of the following month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the prompt and orderly collection of such amounts and the accurate reporting and recording of such amounts paid on account of the employees. Failure to make payments herein provided within the times specified shall be a breach of this Agreement.

7.04 The parties hereby agree that if they enter into a renewal, extension, modification or replacement of the Labor Agreement for a period which includes or follows January 1, 1977 they shall include a provision which requires the Employer to make contributions to the Fund after December 31, 1978, at the rate which is one hundred forty percent (140%) of the highest pension contribution rate in effect under the Labor Agreement prior to January 1, 1979.

The parties agree that because the Trustees of the Fund will rely on the execution of this document to restore or not to reduce benefits to retiring employees as indicated above, this Agreement may not be modified, terminated, or rescinded by the parties, directly or indirectly, without the express written consent of the Trustees.

B.W.P. *N.F.M.*

The Company agrees to sign Addendum to Labor Agreement attached as part of this contract proposal and trust instrument.

[Typed in material is indicated by bold type and hand written material is indicated by italics.]

Appendix I

The Western Conference of
Teamsters Pension Trust Fund

Employer—Union Pension Certification

(Must be completed and forwarded to administrative office for all new employers or upon labor contract renewal)

The undersigned employer and union hereby certify that a WRITTEN pension agreement (in most cases a Teamsters collective bargaining agreement) is in effect between the parties providing for contributions to the Western Conference of Teamsters Pension Trust Fund and that such pension agreement conforms to the trustee policy on acceptance of employer contributions (as reproduced on the reverse of this form) and is not otherwise detrimental to the plan. A complete copy of the pension agreement (labor contract) is attached or, if not yet available, will be furnished to the area administrative office as soon as available. The undersigned further certify that the following information is true and correct and accurately reflects the provisions of the pension agreement:

Name of Employer—**American Distributing**

Name of association

If an association with authority to sign on behalf of employers, attach list of names and addresses of each such employer.

Street address—**541 Kansas Ave.**

City, State and zip code—**Modesto, Ca. 95351**

Effective date of this pension agreement—**May 1, 1977**

Expiration date—**April 30, 1980**

[Typed in material is indicated by bold type and hand written material is indicated by italics.]

First pension contribution due **June 1, 1977** based on **May, 1977** employment under this pension agreement.

(Month)

Hourly rate **$.55** based on all hours.

Other

(Describe)

Flat rate: per day $ Per Week $ Per month $

If other basis, explain—**Pursuant to labor agreement—May 1, 1977 to April 30, 1980**

If this pension agreement provides for an automatic increase in pension contributions during its term, please specify:

Effective date 5/1/78	New rate $.60
Effective date 5/1/79	New rate $.65
Effective date	New rate $

Indicate:

New pension account Renewal **XX**

Employer name or ownership change

For pension agreement renewals:

If completed by the employer on his own behalf indicate pension account number—*015398*

If completed by association, indicate, if possible, account number next to each employer's name on attached list.

Employer is a corporation

Partnership

Unincorporated sole proprietorship

(Partners or unincorporated owners are INELIGIBLE to participate personally in this tax-exempt trust.)

Approximate number of covered employees

[Typed in material is indicated by bold type and hand written material is indicated by Italics.]

The undersigned union and employer agree to be bound by the Western Conference of Teamsters Agreement and Declaration of Trust and Plan as now constituted or as hereafter amended, retroactively or otherwise, and to be bound by the acts of their respective union and employer trustees or their successors. Employer agrees to pay to the Western Conference of Teamsters Pension Trust the pension contributions specified in the pension agreement with the union. The undersigned union and employer shall become parties to said agreement and declaration of trust upon acceptance as such by the trustees.

Union—**TEAMSTERS LOCAL NO. 386**
By *N. F. Miller*
(Signature)
Date *6-17-77*

This is signed under protest as per the previous agreement.
Employer **AMERICAN DISTRIBUTING**

By *B. W. Perdue*
(Signature)
Date *9/7/77*

Accepted by the trustees of the Western Conference of Teamsters Pension Trust Fund.
By [Signature indecipherable]
Date Sep 21 1977

[Typed in material is indicated by bold type and hand written material is indicated by italics.]